

This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.

IT IS SO ORDERED.

Dated: March 6, 2024



Beth A. Buchanan

Beth A. Buchanan
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

In Re:

MICHELLE M. BASHAM,

Debtor.

MICHELLE M. BASHAM,

Plaintiff,

vs.

EDUCATIONAL CREDIT
MANAGEMENT CORPORATION,
UNITED STATES DEPARTMENT OF
EDUCATION,

Defendants.

Case No. 1:20-bk-10867

Chapter 13

JUDGE: Buchanan

Adv. Proc. No. 1:23-ap-01007

STIPULATED JUDGMENT

IT IS HEREBY STIPULATED by and between Michelle M. Basham (“Plaintiff”), and Educational Credit Management Corporation (“ECMC”), the following facts are true and that judgment be entered in this matter as follows:

1. Plaintiff executed a Master Promissory Note (the “Note One”) on or about August 26, 2005, under which one federally guaranteed Stafford loan was disbursed. The

loan was disbursed on October 25, 2005, in the amount of \$1,400.00. The loan holds a 7.76% variable interest rate.

2. Plaintiff executed a second Master Promissory Note (the “Note Two”) on or about August 14, 2007, under which two federally guaranteed Stafford loans were disbursed. The first loan was disbursed on August 27, 2007, in the amount of \$1,776.25. The second loan was disbursed on August 27, 2007, in the amount of \$2,030.00. The loans hold a 6.8% fixed interest rate. Note One and Note Two are collectively referred to herein as the “Notes.” There are no other notes given by the Plaintiff and held or guaranteed by ECMC.

3. The Notes evidence student loans made to Plaintiff under a program funded in whole or in part by a governmental unit within the meaning of 11 U.S.C. § 523(a)(8). The program, referred to as the Federal Family Educational Loan Program (“FFELP”), formerly known as the Guaranteed Student Loan Program), was established by the Higher Education Act of 1965, as codified at 20 U.S.C. § 1071 *et seq.*

4. ECMC is a private, nonprofit corporation and a guaranty agency under the FFELP. ECMC is a Minnesota corporation with its principal place of business located at 111 Washington Avenue South, Suite 1400, Minneapolis, MN 55401.

5. ECMC currently holds all right, title and interest in the Notes.

6. Plaintiff is a 49-year-old individual who has one dependent and is currently employed.

7. Plaintiff alleges that repayment of her student loan obligation would cause an undue hardship for herself and her dependent.

8. The unpaid balance of the Notes is \$9,752.09 as of January 30, 2024.

STIPULATION

9. Plaintiff and ECMC agree to a settlement of this adversary proceeding on the following terms:

- (a) Plaintiff will pay and ECMC will accept a lump sum payment of \$3,500.00 as satisfaction in full of any and all amounts due and owing relative to the Notes. Said payment shall be made no later than April 1, 2024.
- (b) Within 60 days of the receipt and verification of this sum, ECMC shall send to Plaintiff notification that the Notes have been satisfied in full.
- (c) Any balance due and owing or claimed due and owing after application of the lump sum payment to Plaintiff's account balance with ECMC will be deemed discharged in bankruptcy.

10. Upon compliance with and completion of the terms of this Stipulation, Plaintiff's liability under the Notes described herein shall be deemed satisfied, and any remaining balance due under the original terms of the Notes will be discharged. Upon discharge, ECMC will execute and deliver a full, final and complete release of liability from the sums owed under the Notes described herein.

11. The check shall be made payable to ECMC shall be addressed and mailed to:

ECMC
NW Lockbox #8682
P.O. Box 16478
St. Paul, MN 55116-0478

12. If payment is not received by April 1, 2024, then Plaintiff shall be in default and all of the original terms of the Notes shall again be in effect. If any one or more terms or provisions of this Stipulation is/are held to be unenforceable, the remaining

terms and provisions shall remain in full force and effect and shall be construed as if the unenforceable provisions had never been contained in this Stipulation.

13. Any amendment, modification, or waiver of any term or condition of this Stipulation must be made in writing and signed by all parties hereto. Any attempted oral or implied amendment, modification or waiver shall be null and void.

14. Except as provided in this Stipulation, all other terms of the Notes remain in effect and are hereby incorporated by reference. To the extent that the terms of the Notes conflict with the terms of this Stipulation, the terms in this Stipulation control.

15. The parties of this Stipulation acknowledge that they have been represented by independent counsel of their own choice or have had independent counsel available to them throughout all of the negotiations that have preceded the execution of this Stipulation.

16. This Stipulation and any attachments that are incorporated herein constitute the entire agreement of the parties.

17. Each person signing this Stipulation warrants that he/she is fully authorized to sign this Stipulation on his/her behalf and on behalf of his/her respective predecessors, transferors and/or assignors and that the Stipulation is therefore, binding upon and enforceable against the same.

18. This Stipulation is binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, predecessors, successors and assigns.

19. Each party hereto agrees to bear his/her own costs, expenses and attorney's fees in connection with the aforementioned lawsuit and claims.

20. All notices sent to Plaintiff pursuant to this Stipulation shall be sent by U.S. Mail, postage paid:

Michelle Basham
1200 Sycamore Estate Dr.
Apt 401
Lawrenceburg, IN 47025

21. Plaintiff will use the following contact information for all contact with ECMC related to this Stipulation:

ECMC
Attention: Legal Department
P.O. Box 64909
St. Paul, MN 55164-0909

Email: stipulations@ecmc.org

Phone: (800) 276-0366, option 2

22. The parties to this Stipulation certify that they have read and fully understand its terms.

SO STIPULATED.

Dated: 2/29/24

/s/ Michelle M. Basham
Michelle M. Basham
Plaintiff
1200 Sycamore Estate Dr.
Apt 401
Lawrenceburg, IN 47025

Dated: 2/29/2024

/s/ Paul J Minnillo
Paul J Minnillo (0065744)
Minnillo Law Group
Attorney for Plaintiff
2712 Observatory Ave
Cincinnati, OH 45208
(513) 723-1600
pjm@mlg-lpa.com

EDUCATIONAL CREDIT
MANAGEMENT CORPORATION

Dated: 2/29/2024

/s/ Bryan J. Sisto /s/ Paul J. Minnillo per
email authority on 2/29/24
Bryan J. Sisto (OH 0088143)
FROST BROWN TODD LLP
400 W. Market St., Suite 3200
Louisville, KY 40059
Telephone: 502-589-5400
Email: bsisto@fbtlaw.com
Counsel for Defendant Educational Credit
Management Corporation

Copies to: Paul J. Minnillo, Esq. via ECF
Bryan J. Sisto, Esq. via ECF